The Odisha Gazette

EXTRAORDINARY

PUBLISHED BY AUTHORITY

No. 3057 CUTTACK, MONDAY, SEPTEMBER 1, 2025/BHADRA 10, 1947

LABOUR & E.S.I. DEPARTMENT

NOTIFICATION

The 25th August 2025

S.R.O. No. 675/2025—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Award dated the 12th August 2025 passed in I.D. Case No. 17 of 2018 by the Presiding Officer, Industrial Tribunal, Bhubaneswar on the industrial dispute between the Management of M/s Famous Security Services, Plot No. 1465, Apartibindha, New Colony, Bhadrak and Shri Sumanta Kumar Panda & 38 others, represented through All Odisha Meter Reader Association, Aruhabad, Balasore is hereby published as in the schedule below :—

SCHEDULE

BEFORE THE INDUSTRIAL TRIBUNAL, BHUBANESWAR

INDUSTRIAL DISPUTE CASE NO. 17 of 2018

Dated the 12th August 2025

Present :

Shri Benudhar Patra, LL.M.,
Presiding Officer,
Industrial Tribunal,
Bhubaneswar.

Between :

The Management of
M/s Famous Security Services,
Plot No. 1465, Apartibindha,
New Colony, Bhadrak. . . First Party

And

Shri Sumanta Kumar Panda & 38 others,
represented through All Odisha Meter
Reader Association, Aruhabad,
Balasore. . . Second Party

Appearances :

Shri S.K. Bhuyan, Proprietor	. .	For the First Party
Shri T.K. Agasti, A/R.	. .	For the Second Party

AWARD

The Government of Odisha in the Labour & E.S.I. Department, in exercise of powers conferred upon it by sub-section (5) of Section 12 read with Clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (for short 'the Act'), have referred the following schedule of dispute for adjudication by this Tribunal initially vide Order No. 7938—IR-ID-24/18-LESI., dated the 24th November 2018, which was subsequently modified by issuance of a Corrigendum in File No. 589—LESI-IR-ID-0024/2018, dated the 24th January 2024 :—

SCHEDULE

> "Whether the termination of service of Shri Sumanta Kumar Panda & 26 other Ex-Meter Readers (as per Annexure-A) by the management of M/s Famous Security Services, Plot No. 1465, Apartibindha, New Colony, Bhadrak [Contractor of M/s TPNODL, Januganj, Remuna, Balasore (PE)] is legal and/or justified? If not, what relief Shri Sumanta Kumar Panda & 26 other Meter Readers are entitled to?"

2. As it reveals from the conciliation failure report annexed to the order of reference, the dispute between the parties arose out of a written grievance made by the All Odisha Meter Reader Association, Aruhabad, Balasore to the first party to consider the illegal termination of service of 04 (four) of its members including Shri Sumanta Kumar Panda but when the first party instead of resolving the dispute terminated the services of 35 (thirty-five) more Meter Readers in a vindictive manner, the Union approached the labour machinery to intervene into the matter. The report discloses that despite effort the management did not turn up to attend the conciliation and ultimately basing on the failure report submitted by the Conciliation Officer-*cum*-Assistant Labour Officer, Bhadrak, the schedule, as above, has been referred for adjudication by this Tribunal.

3. In the claim statement, it is averred that the disputants were deployed in the job of Meter Reading by the first party management (a contractor's establishment) to work under NESCO Utility from 2014 and prior to that they were employed continuously to work as such under different contractors/agencies, engaged by the Principal Employer i.e. NESCO Utility since 2004. Specifically, it is stated in the claim statement that while the first party terminated the services of the disputant Sumanta Kumar Panda on the alleged ground of tampering of Meter box seal, the termination of services of the rest 24 disputants is in complete disregard to the mandatory provisions of Section 25-F of the Act, besides all the disputants have not been paid their salary for the month of October,2017. The termination of service of the disputants being in contravention of the provisions of the Act and so also the principles of natural justice, the second party representing the disputants has prayed for their reinstatement in service with full back wages and other statutory benefits.

4. Disputing the claim of the disputants that they were all working under NESCO Utility continuously and uninterruptedly since 2004 being provided by different contractors/agencies, it is stated by the management in its written statement that after obtaining meter reading contract in July, 2014 for a fixed period (which expires with the efflux of time stipulated in the work order or for non-renewal of the contract), the disputants were deployed to work on piece rate basis and their service conditions were regulated as per the Contract Labour (R&A)Act, 1970 read with Orissa

Contract Labour (Regulation & Abolition)(Conditions of Service) Rules, 1975. It is stated that with the efflux of time stipulated in the work orders, the services of the disputants except Shri Sumant Kumar Panda had come to an end and therefore, it is wrong to assert that there has been a termination of service of the disputants in violation of the provisions of the Act. As regards Shri Sumanta Kumar Panda, who is one of the disputants, it is stated that on an allegation being received from one consumer, namely Dayanidhi Bhuyan of Agarpada regarding tampering of his electrical meter by the disputant Shri Panda, the SDO, Electrical, RE, Bhadrak asked the first party to take appropriate action and consequently when the allegation was found to be true the service of the disputant was dispensed with vide letter dated the 31st October 2017 and communicated to the disputant through speed post on the 7th November 2017. It is asserted by the first party that as a result of such action, the disputant Shri Panda instigated other Meter Readers to stop meter reading and bill distribution work from November, 2017 onwards and accordingly all the disputants in a concerted manner did not perform their respective duty and in furtherance thereof the disputant as well as others including Shri Tapan Kumar Agasti, Pradipta Kumar Nayak and Narayan Chandra Panda created disturbances in the office of the first party which resulted in lodging FIRs against them and asking the disputants through notice to return the spot billing mobile and printer and to take back their outstanding dues with the first party. It is stated that despite service of such communications on the disputants neither they turned up to duty nor returned back the articles which they had received from the first party. In the background as above, it is stated that the first party has never terminated the services of the disputants, rather they have voluntarily stopped working since November, 2017 and as such they are not entitled to the relief (s) claimed in the instant 'lis'. That apart, the management has also taken a stand that as per the provisions contained in the Odisha Contract Labour Condition of Service Rules, 1975 the service of a contract labour is liable for termination without any notice for his remaining absent from duty for five continuous working days without leave application or intimation. Despite the assertions as above, it is pleaded by the first party that even though it has not terminated the services of the disputants, yet it is willing to re-engage the disputants except Shri Sumanta Kumar Panda as per the previous terms and conditions of their engagement subject to availability of contract work with the Principal Employer.

5. Disputing almost all the averments of the written statement, a rejoinder is filed on behalf of the second party reiterating its stand taken in the claim statement.

6. Basing on the pleadings of the parties and keeping in view the corrigendum issued by the Government modifying the schedule of dispute, the issues which emerge for consideration are :—

ISSUES

(i) Whether the case is maintainable ?

(ii) Whether the termination of service of Shri Sumanta Kumar Panda & 26 others Ex-Meter Readers (as per Annexure-A) by the management of M/s Famous Security Services, Plot No. 1465, Apartibindha, New Colony, Bhadrak, [Contractor of M/s TPNODL, Januganj, Remuna, Balasore (PE)] is legal and/or justified ?

(iii) If not, what relief Shri Sumanta Kumar Panda & 26 other Meter Readers are entitled to?

7. In order to substantiate their respective stand, while the second party examined three witnesses on its behalf and relied on documents marked Exts.1 to 40, the Proprietor of the first party is examined as M.W.1, who placed reliance on documents which have been marked Ext.A to Ext.BR.

FINDINGS

8. *Issue No. (i)* :—There is no quarrel over the fact that the first party is an 'industry' and the disputants are 'workmen' within the meaning of the Act. However, it was contended on behalf of the first party that the schedule of reference does not disclose the alleged date of termination of the disputants and therefore the reference being vague and ambiguous is not maintainable with a further submission that there exists no valid 'industrial dispute' within the meaning of the Act. The learned representative for the disputants, on the other hand, referred to the conciliation failure report and submitted that Annexure-A enclosed to the reference made vide Corrigendum No. 589, dated the 24th January 2024 clearly reflects the date of termination of the disputants and as such it is incorrect to contend that there existed no industrial dispute between the parties. On a careful scrutiny of the materials available on record, particularly the conciliation failure report and its annexures, the Tribunal is of the view that on a conjoint reading of the reference and the conciliation failure report the alleged termination of service of the disputants appears to have been effected during November, 2017 and further it being a reference under Section 10 and 12 of the ID Act, the Tribunal, which is a creature of the Statute, lacks competency to sit over the decision of the Government, which has made the reference after its subjective satisfaction. The other grounds raised by the first party relating to maintainability of the reference having not been pressed the same needs no detail discussion.

In view of the discussions held above, the reference is held to be maintainable and Issue No. (i) is answered accordingly.

9. *Issue Nos. (ii) & (iii)* :—Both the issues are taken up for consideration simultaneously for the sake of convenience; the reason being that the finding on Issue No. (iii) is wholly dependent on the conclusion arrived at by this Tribunal on Issue No. *(ii).*

Although 27 disputants are named in Annexure-A (enclosed to the order of reference), yet the union representing the disputants seems to have laid its claim for all the disputants except, Shri Pratap Kumar Rout and Surendra Barik on an assertion that they are not in contact with the union.

10. As it reveals from the pleadings as well as arguments, it is the consistent stand of the Union that all the disputants, being sponsored by the first party, had been working continuously in the job of meter reading under NESCO Utility since the 12th June 2014, but all of a sudden the first party in gross violation of the provisions of Act, terminated their services in a phased manner, inasmuch as while the service of Sumanta Kumar Panda (one of the disputants) was terminated with effect from the 1st November 2017 on an allegation of Meter tampering, the services of all other disputants, except Shri Tapan Kumar Agasti, were terminated on the 15th November 2017 and that of Shri Agasti on the 17th November 2017. The action of the first party being in complete disregard to the provisions of the Act as well as the principles of the natural justice, the second party has claimed for a declaration that the action of the first party be held illegal and unjustified.

Per contra, the first party in its written statement as well as argument has categorically indicated that pursuant to the work orders received from NESCO from July 2014 with extension of

such contract till the 30th June 2019, the disputants were deployed by it to work in the meter reading job and were being paid wages on piece rate basis as per number of meter reading work, as stipulated in the contract, but they have never worked continuously and uninterruptedly. Further, stand of the first party management is that on a complaint being received against one of the disputants, namely Shri Sumanta Kumar Panda regarding meter tampering, his services were dispensed with vide letter dated the 31st October 2017. It is submitted that as a consequence of such action against Shri Panda all other disputants created disturbance in the office of the first party management which resulted in making FIRs against the disputants and consequently all of them did not turn up to duty and abandoned their job voluntarily. In the premises, it is contended, this is not a case of termination of service of the disputants, rather it is a case of voluntary abandonment of service by the disputants, except Shri Sumanta Kumar Panda, whose services have been dispensed with owing to an allegation received and duly enquired into by the management.

11. The rival contentions as raised by the parties need a careful scrutiny of the evidence, both oral and documentary available on record and so also the proposition of law enunciated by the Hon'ble Apex Court to arrive at a conclusion on this point.

W.W. Nos.1 & 2 in their examination in chief have stated that they were working as a Meter Reader under the Soro Electrical Division of NESCO Utility, Balasore from 2004 to October, 2017 being employed by different agencies/contractors, more particularly by the first party w.e.f. October, 2015 till October, 2017 and while continuing so the first party terminated their service in contravention of the provisions of the Act, even though they had rendered continuous and uninterrupted service under it during the period. While W.W.1 stated to have faced his termination on the 9th November 2017, W.W.2 stated to have been terminated from service on the 17th November 2017. Both of them deposed that the first party did not even pay their salary for the month of October, 2017 while effecting such termination. While facing cross-examination, however, W.W.1 as well as W.W.2 admitted to have not filed any document showing their continuous service under the first party from October, 2015 to October, 2017, but both of them volunteered to produce concerned documents in that regard.

W.W.3 almost reiterating the statement of W.W. Nos.1 & 2 has stated in his examination in chief that he was working as a Meter Reader from 2006 to 2017 in Bhadrak South Electrical Division of NESCO Utility, Balasore being employed by different agencies/contractors, more particularly by the first party from June, 2014 till October, 2017 and while working so he faced termination of his service on the 15th November 2017. He deposed that although he had rendered continuous and uninterrupted service for the period from June, 2017 till October, 2017, the first party in gross violation of the provisions of the Act has terminated his service, and not even paid his salary for the month of October, 2017. In cross-examination he admitted that except Sumanta Panda none of the disputants had been issued with any letter of termination.

The Proprietor of the first party has examined himself as M.W. 1. He stated in his examination in chief that the disputants were deployed as Meter Reader on piece rated basis intermittently and their service conditions were regulated as per the Contract Labour (Regulation & Abolition) Act, 1970 and as per the Orissa Contract Labour (Regulation and Abolition) (Conditions of Service) Rules, 1975. Specifically, it is deposed to by him that the disputants were discharging intermittent contractual work as Meter Readers through spot billing machine using GSM based Android mobile phone supported with GPRS enabled SIM Cards with pre-loaded NESCO billing software provided by it, and so also bill distribution work and were being paid wages on piece rate basis as per numbers of meter reading work as per the contract. It is in his evidence that on receipt of complaint

against the disputants as the first party took initiative against the disputants they did not turn up to work, nor did they return the spot billing mobiles and printer machines and as such it is not a case of termination of employment but a case of voluntary abandonment of job by all the disputants, except Shri Sumanta Kumar Panda. M.W.1 was cross-examined at length by the second party but nothing could be elicited from his mouth regarding their continuous engagement under the first party, except putting a suggestion that it is not a case of voluntary abandonment.

12. No controversy seems to be there with regard to the deployment of the disputants under NESCO Utility through the first party, a contract agency (Ext.A) and the work for which the disputants were engaged by the first party. In the context, needless to mention here that the conditions of service of the disputants were governed under the Orissa Contract Labour [(Regulation and Abolition) (Conditions of Service)] Rules, 1975, more particularly Rule 11 thereof which stipulates the applicability of the provisions of lay off and retrenchment as are being assigned to the Industrial Disputes Act, 1947.

13. In the case in hand, the first party has emphasised much on the question of termination raised by the disputants taking a plea that except Shri Sumanta Kumar Panda (one of the disputants) it has never terminated the service of the other disputants involved in the case, rather the disputants (except Sumanta Kumar Panda) on their own have voluntarily abandoned their job from November, 2017 onwards and did not turn up despite intimation and hence the allegation that their services were terminated by it is not sustainable. The disputants, on the other hand, claimed their termination to be a 'retrenchment' within the meaning of the Act and prayed for the relief(s) in their favour. Before proceeding to discuss on the point, it is worthwhile to refer to a judgment of the Hon'ble Apex Court in Case of G.T. Lad & Others *Vs.* Chemicals & Fibres of India Ltd., reported in AIR 1979 (SC) 582, wherein their Lordships have held thus-

> "In the Act, we do not find any definition of the expression 'abandonment of service'. In the absence of any clue as to the meaning of the said expression, we have to depend on meaning assigned to it in the dictionary of English language. In the unabridged edition of the Random House Dictionary, the word 'abandon' has been explained as meaning 'to leave completely and finally; for-sake utterly; to relinquish, renounce; to give up all concern in something'. According to the Dictionary of English Law by Earl Jowitt (1959 edition) 'abandonment' means 'relinquishment of an interest or claim'. According to Black's Law Dictionary 'abandonment' when used in relation to an office means 'voluntary relinquishment. It must be total and under such circumstances as clearly to indicate an absolute relinquishment. The failure to perform the duties pertaining to the office must be with actual or imputed intention, on the part of the officer to abandon and relinquish the office. The intention may be inferred from the acts and conduct of the party, and is a question of fact. Temporary absence is not ordinarily sufficient to constitute an abandonment of office'.
>
> From the connotations reproduced above it clearly follows that to constitute abandonment, there must be total or complete giving up of duties so as to indicate an intention not to resume the same. In Buckingham Co. *v.* Venkatiah & Others., it was observed by this Court that under common law an inference that an employee has abandoned or relinquished service is not easily drawn unless from the length of absence and from other surrounding circumstances an inference to that effect can be legitimately drawn and it can be assumed that the employee intended to abandon service. Abandonment or relinquishment of service is always a question

> of intention, and normally, such an intention cannot be attributed to an employee without adequate evidence in that behalf. Thus, whether there has been a voluntary abandonment of service or not is a question of fact which has to be determined in the light of the surrounding circumstances of each case."

The above being the position of law with regard to decide the stand of the first party in the matter of voluntary abandonment of service by the disputants, no evidence is placed on behalf of the first party showing their continuous absence from duty from November, 2017 onwards which compelled the first party to presume that they had voluntarily abandoned their job. Not a single document is produced on behalf of the first party that owing to the disputants' remaining absent from duty they were ever called upon to resume duty, nor any proceeding was drawn up against them treating the said absence from duty as a misconduct. The notices and reminders said to had been issued to the disputants under Exts.P to BQ are found to be the communications made to the disputants soon after their complaint made to the first party on the 19th November 2017 and therefore, no inference can be drawn therefrom regarding the intention of the disputants to quit their employment. From the circumstances, therefore, it is difficult to hold that with an intention to quit the job the disputants remained absent from duty and ultimately abandoned their employment from November, 2017.

14. The conclusion reached above leads this Tribunal to examine now as to if there has been contravention of the provisions of the Act on the part of the first party so as to hold its action as illegal and unjustified. The union has alleged infraction of the provisions of Section 25-F of the Industrial Disputes Act, 1947 by the first party while effecting termination of service of the disputants, except Shri Sumanta Kumar Panda. But, on perusal of the materials available on record the Tribunal failed to notice a single document wherefrom an inference can be drawn with regard to the continuous and uninterrupted service of the disputants, nor anything is on record that the disputants in order to establish such aspect had called for documents from the possession of the first party, although a bunch of documents i.e. Exts.1 to 40 have been filed by the union to substantiate its case. Pertinent to note here that in order to claim protection of the provisions of Section 25-F of the Act, the burden is on the disputants to establish that all of them had rendered continuous service for more than 240 days preceding the date of their alleged termination to get the relief(s). Though Section 25-F of the ID Act is plainly intended to give relief to retrenched workmen, yet the qualification for relief under Section 25-F is that they should be workmen employed in an industry and have been in continuous service for not less than one year under an employer. What is continuous service has been defined and explained in Section 25-B of the ID Act. In the present case, the provision which is of relevance is Section 25-B(2)(a)(ii) which provides that a workman who is not in continuous service for a period of one year shall be deemed to be in continuous service for a period of one year if the workman during a period of twelve calendar months preceding the date with reference to which the calculation is to be made, has actually worked under the employer for not less than 240 days, In this connection, a reference may be made to the Case of R.M. Yellatti *v.* The Asst. Executive Engineer [JT 2005 (9) SC 340], wherein their Lordships of the Hon'ble Apex Court have held as follows :—

> "Analyzing the above decisions of this Court, it is clear that the provisions of the Evidence Act in terms do not apply to the proceedings under Section 10 of the Industrial Disputes Act. However, applying general principles and on reading the aforestated judgments, we find that this Court has repeatedly taken the view that the burden of proof is on the claimant to show that he had worked for 240 days in a

given year. This burden is discharged only upon the workman stepping in the witness box. This burden is discharged upon the workman adducing cogent evidence, both oral and documentary. xx xxxx."

15. In the case in hand, as stated earlier though it is the consistent stand of the disputants that they have all rendered continuous service for a substantial period, yet they are required to establish the fact of their continuous employment under their employer at least for a period of more than 240 days preceding the date of their alleged refusal of employment so as to construe the same as termination of their service and to exmine the compliance part of the provisions of Section 25-F of the ID Act. "Continuous Service" being a condition precedent to set into motion the provision of Section 25-F of the ID Act, unless the same is proved, the termination in question cannot be looked into. At the cost of repetition it may be noted here that to substantiate their continuous employment under the employer, not a single document is available on record basing on which a finding can be arrived at that the disputants have rendered continuous service at least for a period of 240 days preceding the date of the alleged termination of employment so as to claim the benefit of Section 25-F of the I.D.Act. Rather, the letter under Ext. 38 filed and proved on behalf of the second party establishes the plea of the first party that the disputants were deployed to work on piece rated basis, inasmuch as, Ext. 38 discloses that Shri Tapan Kumar Agasti, one of the disputants was engaged under the first party for taking up energy spot meter reading, bill generation and bill distribution and capturing of meter photo activities for the NESCO Utility on the stipulation that he will be paid Rs. 3.00 for each meter reading and bill distribution taken for every month as a contractual worker. On the face of the above, it is difficult to presume the continuous engagement of the disputants and to put a liability on the management for its inaction to comply with the provisions of Section 25-F of the I.D. Act while effecting the alleged termination of service of the disputants, except Shri Sumanta Kumar Panda. For the foregoing reasons, the alleged termination in respect of the disputants, except the disputant Shri Sumanta Kumar Panda, can in no way be held to be illegal or unjustified.

16. As regards the claim of the union for the disputant Shri Sumanta Kumar Panda, nothing reveals from the claim statement or evidence as to how it claims the termination of service of Shri Panda to be illegal and unjustified. However, a cursory look to the pleadings and evidence of the first party reveals that the first party in its written statement as well as evidence has fairly admitted that owing to an allegation relating to tampering of meter received against the disputant Shri Panda, his service was dispensed with vide letter dated the 31st October 2017. It also reveals that since the disputant Shri Panda after his removal from job, despite notice, did not care to return the properties which he had received from the first party, the first party has lost confidence on the disputant and for that reason Shri Panda suffered termination of his services w.e.f. the 31st October 2017. Be that as it may, when the first party was convinced enough that the act committed by Shri Panda was a misconduct, it ought to have followed the procedure laid down under Rule 12 (4) of the Orissa Contract Labour (Regulation and Abolition) (Conditions of Service) Rules, 1975 which speaks that "no order of punishment for misconduct shall be made except after holding a domestic inquiry against the workman following the principles of natural justice and finding him guilty, while awarding punishment, the gravity of the misconduct and past records of the workman shall be taken into consideration". The alleged act on the part of the disputant is, no doubt, a misconduct as enumerated in Rule 12(2) of the Rules, 1975, but the first party instead of adhering to the procedures seems to have adopted a short-cut method and dispensed with the job of the disputant. In the above background therefore it is difficult to sustain the action of the first party as against the

disputant Shri Sumanta Kumar Panda, accordingly it is held that the termination of service of Shri Panda is neither legal nor justified.

17. Coming to the question of relief to which the disputants are entitled, reiterating the findings recorded *supra* it is held that the union having failed to establish that the disputants, except Shri Sumanta Kumar Panda, had rendered continuous and uninterrupted service under the first party for a period of more than 240 days prior to their alleged termination, they are not entitled to any relief. On the other hand, the action of the first party in terminating the service of Shri Sumanta Kumar Panda (one of the disputants) being found to be not in consonance with the provisions of the Orissa Contract Labour [(Regulation and Abolition) (Conditions of Service)] Rules, 1975, the Tribunal looking to the status of the disputant and considering the fact that the first party organisation is a contractor establishment, thinks it appropriate to award some compensation in lieu of the relief (s) claimed by the union and accordingly the first party is directed to pay Rs. 50,000 (Rupees fifty thousand) only to Shri Panda, subject to depositing the properties, which he had received from the first party while being employed under it as a Meter Reader.

On the basis of discussions held above, the issues are answered and the reference is disposed of accordingly.

Dictated and corrected by me.

BENUDHAR PATRA
12-08-2025
Presiding Officer
Industrial Tribunal, Bhubaneswar

BENUDHAR PATRA
12-08-2025
Presiding Officer
Industrial Tribunal, Bhubaneswar

[No. 7596—LESI-IR-ID-0024/2018-LESI.]

By order of the Governor

MADHUMITA NAYAK

Special Secretary to Government

Printed and Published by the Director, Directorate of Printing, Stationery and Publication, Odisha, Cuttack-10
Ex. Gaz. 2267–173+9